

# COLLECTIVE BARGAINING AGREEMENT

By and Between

THE City OF CINCINNATI

And

CINCINNATI ORGANIZED AND  
DEDICATED EMPLOYEES  
(CODE)

EFFECTIVE: MARCH 27, 2005  
EXPIRES: MARCH 22, 2008

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## **PREAMBLE AND PURPOSE**

In order to enhance the relationship between the City of Cincinnati, hereafter referred to as the City, the Cincinnati Organized and Dedicated Employees, hereafter referred to as CODE, and the members of the CODE bargaining unit, the City and CODE have jointly agreed to the following statement of purpose for this Agreement.

It is in the best interests of the City and CODE to jointly:

- A. Encourage a spirit of unity and cooperation of employees of the City of Cincinnati, Ohio, at all levels;
- B. Improve city services to the citizens of the City of Cincinnati, Ohio, and the businesses located in the City of Cincinnati;
- C. Provide the opportunity for the exchange of ideas and information relating to civil service as a career;
- D. Represent its members and others persons in the bargaining unit, in the negotiation of benefits, wages, and terms and conditions of employment;
- E. Work to ensure that this Agreement is administered in such a way as to foster trust and a positive relationship between the City and CODE;
- F. Promote the welfare of its members and foster respect and professionalism throughout all levels of City government.

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## **ARTICLE 1 RECOGNITION & REPRESENTATION**

### **Section 1.1 Recognition**

The City recognizes CODE as the exclusive collective bargaining representative for the unit consisting of all regular full-time and part-time (at least three quarters time) employees in classifications listed in Attachments A and B of the State Employment Relations Board (SERB) certification of election results and of Exclusive Representation dated November 6, 2003, in SERB Case No. 02-REP-11-0239. Excluded from the unit are all other employees, including, but not limited to, elected officials, Directors, Deputy Directors, Superintendents, Assistant Administrators, Assistant Superintendents, all employees of the Mayor's Office and City Council, and select persons in classifications which deal directly with collective bargaining issues (the specific classifications and select persons so excluded from the unit as of November 6, 2003, are listed in Attachment C of the SERB Certification dated November 6, 2003, in SERB Case No. 02-REP-11-0239); part-time employees not regularly employed at least 3/4 time; all employees represented for purposes of collective bargaining in other bargaining units; and any supervisory, managerial, administrative, or confidential positions the same as or similar to those listed in Attachment C of the SERB Certification dated November 6, 2003 in SERB Case No. 02-REP-11-0239.

Appendix A, attached hereto, is a list of the classifications included and the classifications excluded from the bargaining unit.

### **Section 1.2 New Classifications**

The City shall promptly notify CODE of its decision to create any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

### **Section 1.3 Exempted Classifications**

The parties agree to periodically update the list of employees whose specific positions are excluded by name from the bargaining unit (noted in the Agreement by an asterisk), in accordance with the law.

## **ARTICLE 2 DEFINITIONS**

This agreement shall incorporate the definitions enumerated below:

Appointing Authority: means an individual, officer, commission, agency, board or body having the power under the Charter or Cincinnati City Codes of appointment to, or removal from, a position with the City.

Bargaining Unit: means the group of employees included in the unit as defined in Section 1.1 of this Agreement.

Call Back: means an unscheduled work assignment that does not immediately precede or follow an employee's scheduled work hours.

City: means the City of Cincinnati, Ohio and its authorized representatives.

CODE: refers to Cincinnati Organized and Dedicated Employees and its authorized representatives.

Compensatory Time: means time off with pay for authorized overtime worked in lieu of hourly wages, calculated in accordance with Article 15 of this Agreement.

Continuous Service: means an employee's length of service as a full-time employee of the City uninterrupted by a separation from City employment; provided, however, time in unpaid status and/or part-time status shall be deducted from length of service.

Day: means calendar day unless otherwise specified.

Demotion: means a change to a classification which has a lower rate of pay.

De novo: means trying a matter anew, the same as if it had not been heard before and as if no decision had been previously made.

Employee: means only a person included within the bargaining unit as defined in Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

Extended Illness: means four or more consecutive work days, including the day on which the holiday is celebrated, of injury leave, sick leave, and/or disability leave.

Fair Share Fee Payers: means any member of the bargaining unit who is not a member of CODE.

Full-time Employee: means a bargaining unit employee who is hired to perform duties for the City according to an established work schedule of at least  $\frac{3}{4}$  time.

Grievance: means a dispute with the City arising under and during the term of this Agreement by an employee or CODE that there has been a violation, misinterpretation or misapplication of the specific terms of this Agreement, except that any dispute or difference of opinion concerning a matter or issue addressed by the Cincinnati Civil Service Commission's rules or which could be heard before the Cincinnati Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement.



Immediate Family: means spouse, parent, parent-in-law, child, sibling, or member of the immediate household.

Letter of Agreement: is a written understanding between an Agency and CODE with appropriate jurisdiction as allowed.

Memorandum of Understanding: is an agreement between CODE and the Agency, negotiated between CODE and the City. Such Memorandum of Understanding covers in detail the respective Agency's personnel and operational regulations, which are peculiar to the responsibilities assigned to that particular Agency. Such Memorandum of Understanding shall be agreed to between CODE and the Agency Head and approved by the Human Resources Department.

Part-time Employee: means employees working a schedule less than  $\frac{3}{4}$  time.

Pay Period: means a recurring two week calendar period as designated by the City.

Position: means any office, employment, or job calling for the performance of certain duties and the exercise of certain responsibilities by one individual. A position may be vacant, occupied part-time, or occupied full-time.

Re-employment: means taking a position with the City following a break in continuous service.

Resignation: means the voluntary termination of employment of an employee, or unauthorized leave for three consecutive workdays.

Retirement: means separation from City service which is not caused by resignation, layoff or discharge, with application for retirement benefits.

Representative: means a person designated by the President or his/her designee from each department for the purpose of representing bargaining unit members at Step 1 grievance meetings upon the request of management to provide advice, provided that this representation is limited to the work location.

Seniority: means an employee's uninterrupted length of continuous service within the City, department, division, work unit or job classification, depending upon the issue involved.

Shift: means the employee's regularly scheduled hours of work. In areas with multiple shifts or twenty-four operations, the early morning shift hereinafter is referred to as the first shift, the late afternoon shift hereinafter is referred to as the second shift, and the late evening shift hereinafter is referred to as the third shift.

Unclassified Employee: means employees in classification and positions as defined in the Ohio Revised Code.

Employee Organization: means the Cincinnati Organized and Dedicated Employees and its authorized representatives.

Unpaid Status: means time an employee is on unpaid suspension, on leave without pay or is absent without leave. Leave without pay status resulting from either injury received in the line of duty, approved disability coverage (after serving the requisite waiting period), or approved paid leave activities related to City-employee relations shall not be considered to be unpaid status.

Workday: means working time assigned or approved by the Appointing Authority in any twenty-four hour period.

### **ARTICLE 3 CODE SECURITY AND RIGHTS**

#### **Section 3.1 Payroll Deduction**

The City shall deduct biweekly CODE dues from the pay of each employee in the bargaining unit who has filed with the City a payroll deduction authorization. The City will honor all executed payroll deduction authorization forms at the next deduction date which is at least 15 days from the date the executed authorization form is received by the City.

Total deductions collected for each biweekly pay period shall be remitted by the City to the Treasurer of CODE together with a list of employees for whom dues have been deducted not later than ten (10) days after the deduction is made. CODE agrees to refund to the employee any amounts paid to CODE in error on account of this dues deduction provision.

Dues shall be withheld and remitted to the Treasurer of CODE unless or until such time as the City receives a notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions.

Information concerning dues not properly deducted under this Section 3.1 shall be forwarded to the Treasurer of CODE, and this action will discharge the City's only responsibility with regard to such cases; there will be no retroactive deduction of such dues from future earnings

The actual dues to be deducted shall be certified to the Finance Director by the Treasurer of CODE. CODE will give the City a forty-five (45) day notice of any change in the amount of dues to be deducted.

### **Section 3.2 Maintenance of Membership**

Each employee who, on the effective date of this Agreement, is a member of CODE, and employees who become a member after the date, shall maintain membership in CODE provided that such employee may resign from CODE during the thirty (30) day period prior to the expiration of this Agreement or after the stated expiration of this Agreement (without regard to extensions) and prior to the commencement of a new Agreement by giving written notification to the Director of the Department of Human Resources or designee and CODE twenty (20) days prior to the effective date of the revocation. Upon resignation from CODE a bargaining unit member shall immediately pay the fair share fee as provided in Section 3.3. The payment of dues and assessment is uniformly required of the membership for the duration of this Agreement.

### **Section 3.3 Fair Share Fee**

Any present employee who is not a member of CODE and all employees hired or entering the bargaining unit, after the effective date of this Agreement and who have not made application for membership shall, commencing sixty-one (61) days after appointment to a classification in the bargaining unit or the effective date of this Agreement, whichever is later, so long as they remain non-members of CODE, pay to CODE bi-weekly their fair share of the cost of the collective bargaining process and Agreement administration measured by the amount of dues and other financial obligations uniformly required by members of CODE. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) each pay period, and paid to CODE in accordance with Section 3.1. The Treasurer of CODE shall certify to the City, once annually, the amount that constitutes said fair share, and a detailed accounting of the manner in which fair share amount was established. The fair share amount shall not exceed the dues and financial obligations uniformly required by members of CODE.

CODE agrees to comply with its legal obligations to fair share fee payers. Further, it is agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of CODE with respect to fair share fee payers shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

### **Section 3.4 CODE Communications**

The City recognizes that CODE has a responsibility to communicate with bargaining unit members. To facilitate this purpose, it is agreed that CODE may make reasonable use of e-mail, telephone, inter-office mail and fax machines to communicate with individual members (no mass communications), so long as the use does not unduly interfere with City work. The City retains the right to discontinue this practice if it should cause undue interference. The City will permit CODE to use bulletin board space in appropriate and accessible locations approved by the Department Director and will consider requests for changes or additions to such locations where appropriate. CODE will limit the posting of CODE notices to such bulletin boards.

Appropriate items for communications under this section shall be:

- (A) Notices of CODE elections;
- (B) Notices of CODE meetings;
- (C) Notices of CODE appointments and results of elections;
- (D) Notices of CODE recreational and social affairs;
- (E) Newsletters of CODE (newsletters may be distributed at a central location for different sections, from a CODE member at their work site);
- (F) Matters of agreement interpretation;
- (G) Matters of agreement enforcement; and
- (H) Such other notices as may be approved by the Appointing Authority or the Chief Negotiator for the City.

Items specifically prohibited from this process include those that are derogatory, inflammatory, or disrespectful of individuals or organizations, or would violate Administrative Regulations, or the HRP&P.

Items that are neither specifically permitted nor specifically prohibited may be submitted to the Appointing Authority or designee for prior approval.

### **Section 3.5 CODE Indemnification**

Code agrees to indemnify and save the City harmless from any action growing out of deductions hereunder commenced under this Article 3 by an employee or anyone else against the City or the City and CODE jointly.

## **ARTICLE 4 CODE REPRESENTATION**

### **Section 4.1 President's Authority**

The President of CODE may appoint one (1) representative per department as listed below for the purpose of representing bargaining unit members at investigatory interviews to provide advice, provided that the representation is limited to the work location. All other representation will be scheduled through the President or Vice President(s), when acting in the place of the President. This will not preclude the ability of a representative to be contacted by a bargaining unit member for information.

### **Section 4.2 Representatives Authority**

These representatives will not have the authority to deliver or file a grievance. Only the President or Vice President(s) may actually file, deliver, or process a grievance or represent bargaining unit member(s) at a grievance or disciplinary hearing, except that the President or Vice President(s) may designate legal counsel to represent bargaining unit member(s) at a grievance or disciplinary hearing. In their absence the President or Vice President(s) may specifically designate another elected CODE official to attend meetings when requested by the City. Ordinarily the President or Vice President(s) will represent bargaining unit members at disciplinary or grievance hearings, except all

three may attend, subject to the approval of the Chief Negotiator or designee, after CODE offers reasons for having all present at such hearings. The performance of these duties shall not interfere with the normal work responsibilities of the representative, other than the President and Vice President(s).

#### **Section 4.3 List of Designated Representatives**

CODE will provide to the City a list of designated representatives by Department. The Departments for which representatives will be provided include:

- 1 from the Department of Buildings & Inspections
- 1 from the Department of Finance
- 1 from the Department of Fire
- 1 from the Department of Regional Computer Center
- 1 from the Department of Health
- 1 from the Department of Enterprise Services
- 1 from the Department of Sewers
- 1 from the Department of Parks
- 1 from the Department of Police
- 1 from the Department of Public Services
- 1 from the Department of Recreation
- 1 from the Department of Transportation and Engineering
- 1 from the Department of Water Works

The Vice President(s) shall represent his/her own department. The Vice President(s), when acting in the place of an absent President, may designate a temporary representative from his/her department to act in his/her stead.

#### **Section 4.4 Release Time for President and Vice President(s)**

The President of CODE, upon election to the post and as long as he\she continues in that post, will be permitted to devote as much time during the workweek to CODE matters, within the limitations set by this Section, while continuing in his\her City job classification. CODE President's entitlement to his/her hourly wage, fringe benefits and service accrual will continue as though he\she was performing their normal job-related duties.

The Vice President(s) of CODE, upon election to their posts and as long as they continue in that post, will be permitted to devote as much time during the work week to CODE matters, within the limitations set by this Section, while continuing in their City job classification. The CODE Vice President's entitlement to their hourly wage, fringe benefits and service accrual will continue as though they were performing their normal job-related duties.

The President may designate person(s) who may participate in CODE business, attend educational seminars and conferences, CODE training, and other forms of CODE business. Said person(s), within the limitations set by this Section, continue his/her entitlement to his/her hourly wage, fringe benefits and service accrual as though he/she was performing his/her normal job-related duties.

The total time permitted to all persons engaging in activities under this Section shall not exceed 1000 hours per each year of this contract, which time must be used within each year of this contract, or said time is lost and does not carry-over to a succeeding year of this contract.

Any questions regarding the application of this article will be discussed between the President of CODE and the Director of Human Resources for the City, or their designees.

#### **Section 4.5 Access to Work**

The President or Vice President(s) of CODE and representatives of CODE may consult employees in the assembly area before the start of and at the completion of the day's work. With the approval of the Division Administrator, these same individuals shall be permitted access to work areas solely for the purpose of adjusting grievances, assisting in the settlement of disputes or carrying into effect the provisions and aims of this Agreement. This privilege is extended subject to the understanding that such access will not in fact interfere with work time or work assignments. Any suspected abuse of these privileges shall be resolved through a meeting of the City and CODE.

#### **Section 4.6 Release Time for CODE Bargaining Team**

CODE bargaining committee members who participate in negotiations with the City shall be compensated for time lost during regular working hours to attend such meetings, with all benefits, up to a total limit of 640 hours.

### **ARTICLE 5 RESERVATION OF RIGHTS**

#### **Section 5.1 Employee Rights**

It is agreed that a number of terms and conditions of employment for employees in the bargaining unit are not specified in this Agreement, including, but not limited to, seniority, discipline and discharge (except for Article 7 which addresses disciplinary procedures), promotions, demotions, and job transfers. Therefore, except as may be specified elsewhere in this Agreement, as for any and all terms and conditions of employment not specified in this Agreement, no employee in the bargaining unit waives any individual right under City Charter; City Code; City rule or regulation; and state or federal statute, constitutional principle, or common law. To the contrary, it is specifically recognized that such individual employee rights remain unaffected by this Agreement, and that such individual employee rights are enforceable through normal Civil Service, regulatory, and/or judicial processes. Nothing in this Section 5.1 shall be construed to limit in any way the authority of the City to enact, modify or repeal any City Charter or City Codes provision, ordinance, resolution, rule, regulation, policy or procedure.

## **Section 5.2 Management Rights**

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all respects and to manage and direct its employees to unilaterally make and implement decisions with respect to the operation and management of the City in all respects, including, but not limited to, all rights and authority possessed or exercised by the City prior to the City's recognition of CODE as the collective bargaining representative for the employees covered by this Agreement. The authority and powers of the City as prescribed by the City Charter and City Codes, Statutes and Constitution of the State of Ohio and the United States shall continue unaffected by this Agreement, except as expressly limited by the express provisions of this Agreement. These City rights as prescribed by the City Charter, City Codes and the Statutes and Constitutions of the State of Ohio and the United States shall include, but are not limited to, the following:

To determine any and all terms and conditions of employment not specifically set forth in this Agreement, to plan, direct, control and determine all the operations and services of the City; to determine the City's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct employees and their activities as related to the conduct of City affairs; to establish the qualifications for employment and to employ employees; to determine the hours of work and to schedule and assign work; to assign or to transfer employees within the City; to establish work and productivity standards and, from time-to-time, to change those standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend and discharge employees; to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement, or by other employees or non-employees not covered by this Agreement, to hire all employees and, subject to provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, and to evaluate, promote and transfer all such employees; to determine the duties, responsibilities, and assignment of those in the bargaining unit.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the City and the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement. No action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the City's obligations or rights under this Agreement, shall impose any obligation or duty or be considered to be authorized by or binding upon the City unless and until the City has agreed thereto in writing.

### **Section 5.3 Notification**

Prior to the adoption, modification or deletion of any work rule or policy affecting CODE employees, the City shall submit the work rule or policy to CODE sixty (60) days or as soon as practicable prior to the adoption, modification or deletion of any work rule or policy for comment and input. New or revised rules or policies shall be communicated in a timely manner to the affected bargaining unit members prior to the effective date, unless to do so, would be impractical.

## **ARTICLE 6 CODE/CITY JOINT LABOR-MANAGEMENT COMMITTEES**

### **Section 6.1 Insurance Committee**

The parties agree that CODE will create and participate in a Joint Labor-Management Insurance Committee. This joint insurance committee will evaluate and assess proposals, study trends, and consider new and unique ways of providing health care to employees and make recommendations to the City Manager. The City's Risk Manager will be a member of this committee. The number of City representatives on the committee shall never exceed the total number of CODE representatives.

### **Section 6.2 Professional Development Committee**

During the term of this Agreement the parties will form a joint committee consisting of an equal number of City and CODE representatives to discuss and make recommendations to improve professional development procedures for CODE members. The committee may consider seminar attendance, professional memberships, career paths and other related topics as agreed upon by the Committee. The recommendations of the Committee will be presented to the Director of Human Resources or designee and the various Appointing Authorities for consideration and possible implementation.

### **Section 6.3 Incentive Pay Committee**

A joint committee consisting of an equal number of CODE and City representatives will meet to review the current merit pay system and to provide recommendations for an incentive pay program.

### **Section 6.4 Joint Labor-Management Committee**

The parties agree that they will form a Joint Labor-Management Committee to discuss matters of mutual interest relating to the employees covered by this Agreement and the City. The Committee shall meet quarterly or as mutually agreed by the co-chairs. The President of CODE or designee and the Human Resources Director or designee shall serve as co-chairs.

### **Section 6.5 Administrative Regulation No. 52 Review Committee**

One seat on this committee shall be reserved for a member of CODE.



## **ARTICLE 7 DISCIPLINE**

### **Section 7.1 Investigation**

(A) When an Appointing Authority or designee acquires knowledge that may lead to disciplinary action against an employee or employees, the Appointing Authority or designee shall begin an investigation as soon as possible. The Appointing Authority or designee shall investigate all complaints against employees, whether the complainant is identified or anonymous.

(B) Any employee who may be a focus of the investigation may be interviewed as part of the investigatory process, in which event he/she may, upon request, have a CODE representative present during that interview.

(C) Employees who are suspended without pay pending an investigation and/or pre-disciplinary hearing, shall remain in a no pay status for no more than thirty (30) days. If the investigation and/or pre-disciplinary hearing is not complete after this 30 day period, the employee shall be placed on administrative leave with pay until the final disposition of the matter as set forth in Section 7.2 and Section 7.4. Nothing in this Article should be construed to limit the City's ability to place an employee in an unpaid status under Article 7.2.

### **Section 7.2 Notice to CODE after Completion of Investigation**

After the investigation has been completed, the Appointing Authority or designee will notify CODE of the results of the investigation. This notice shall be provided on a form agreed upon by the parties, notifying CODE of one of the following results:

- (A) Issuance of a written reprimand; or
- (B) Notice that the Appointing Authority intends to bring disciplinary charges against the affected employee(s); or
- (C) Notice that the Appointing Authority intends to end the investigation with no further action.
- (D) Said notice shall be provided to CODE as soon as practicable or at the conclusion of a criminal investigation or investigation of other allegations that local, state, or federal laws have been violated. Notice shall be provided by certified mail or personal delivery to the CODE president or designee.

### **Section 7.3 Service of Disciplinary Actions**

- (A) If disciplinary charges are brought against any employee after the investigation has been completed, they shall be furnished to the employee in writing on a form agreed upon by the City and CODE and signed by the Appointing Authority or designee within ten (10) days after notice to CODE that the investigation has been completed. A copy of such form shall be made available to the CODE

President. CODE shall be notified of the time and location of the hearing on the disciplinary charges and shall have the right to attend said hearing for the purpose of representing the employee and/or to protect the integrity of this Agreement.

- (B) Written reprimands, signed, shall be furnished to the employee in writing on a form agreed upon by the City and CODE within ten (10) days after notice to CODE that the investigation has been completed.
- (C) When reasonable, the Department Director or designee will serve disciplinary charges to the employee by personal service. If the employee cannot reasonably be served in person, the Department Director or designee may serve disciplinary charges by U.S. mail to the last home address furnished by the employee(s) to the Department Director or designee. Mail service shall be deemed complete three (3) days after mailing the disciplinary charges or reprimand to the employee's home address.

#### **Section 7.4 Hearing on Disciplinary Charges**

- (A) Under the direction of the Human Resources Director, a hearing on the merits of the disciplinary charges shall be conducted as soon as practicable from the delivery of the charges to the employee.
- (B) The results of said hearing, including the Hearing Summary and Form 32, where applicable, shall be in writing and given to the employee, with a copy sent to the CODE President.
- (C) Discipline shall be commensurate and progressive.

#### **Section 7.5 Length of Time Prior Discipline May Be Considered**

Written reprimands may be considered in connection with subsequent disciplinary action against an employee for a period of one (1) year unless there has been further discipline during that time period. Any other form of disciplinary action against an employee may be considered in connection with subsequent disciplinary action for a period of three (3) years, unless there has been further discipline during that time period. After the expiration of the periods specified above, such disciplinary action shall not be used as a basis for any further disciplinary action.

#### **Section 7.6 Exceptions/Extensions to Time Deadlines**

- (A) The time constraint provisions of this Article shall not be applicable when actions of a criminal nature or when alleged violations of other local, state or federal laws warrants extensive investigation, or upon mutual consent of the parties. If an investigation requires more time to complete, the parties may agree to extend the time period. Such extensions shall not be unreasonably withheld by CODE.

- (B) If an employee is off duty on approved or unapproved leave, the time limits for investigation, delivery of charges and hearing shall automatically be tolled. The parties may agree to extend any of the time lines in Article 7.

## **ARTICLE 8 GRIEVANCE PROCEDURES**

### **Section 8.1 Definition**

A grievance shall mean an alleged violation of a specific provision of this Agreement arising under and during the term of this Agreement, except that any dispute or difference of opinion concerning a matter or issue addressed by the Cincinnati Civil Service Commission's rules or which could be heard before the Cincinnati Civil Service Commission, except for disciplinary actions, shall not be considered a grievance under this Agreement. Discipline involving suspensions, demotions and terminations pursuant to Article 7 of this Agreement may only be grieved according to this Article or appealed to the Civil Service Commission, but not both. Grievances regarding written reprimands may be filed at Step 1 and advanced to Step 2, but may not be referred to arbitration. Failure of probation shall not be grieved.

### **Section 8.2 Procedure**

The parties are encouraged to resolve through informal discussions any grievances as defined herein. When specifically requested by the employee, a CODE representative may accompany the employee to assist in the informal resolution of the grievance. Such informal discussions are not to be construed as a part of the grievance procedure. If such informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure.

CODE is the sole and exclusive bargaining agent for all members, and the City does not recognize any grievance not previously reviewed, approved and filed by CODE.

#### **(A) First Step:**

- (1) If the employee or CODE is unable to resolve a grievance informally, a written statement of the grievance shall be prepared, signed by the CODE President and delivered to the aggrieved employee's Division Head or designee within fourteen (14) working days after the first event giving rise to the grievance or within fourteen (14) working days after the employee or CODE, through the use of reasonable diligence, could have obtained knowledge of the first event giving rise to the grievance. The grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, the full facts on which the grievance is based and the specific relief requested.
- (2) After the written grievance is submitted, the Division Head or designee shall meet with the grievant within ten (10) days after receipt of the grievance. A CODE representative will be allowed to attend the First Step hearing. By mutual agreement of the Division Head and CODE, two CODE representatives may be allowed to attend the First Step hearing. If the grievance is resolved, then the

grievance and answer shall be put in writing and signed by the Division Head, employee, and the employee representative.

**(B) Second Step:**

- (1) If the grievance is not satisfactorily resolved at the First Step, then the grievance may be submitted in writing to the Department Director or designee, within fourteen (14) working days of the First Step meeting.
- (2) After the written grievance is submitted, the Department Director or designee shall meet with the grievant within ten (10) days after receipt of the grievance. A CODE representative will be allowed to attend the Second Step hearing. By mutual agreement of the Department Director and CODE, two CODE representatives may be allowed to attend the Second Step hearing. If the grievance is resolved, then the grievance and answer shall be put in writing and signed by the Department Director, employee, and the employee representative.

**(C) Third Step:**

- (1) If the grievance is not satisfactorily resolved at the Second Step, then the grievance may be submitted in writing to the Human Resources Director or designee within fourteen (14) working days of the Second Step meeting.
- (2) The Human Resources Director or designee shall meet with the grievant and the CODE employee representative within ten (10) days after receipt of the grievance. The Human Resources Director or designee, after consultation with the grievant's Appointing Authority, shall give a written answer to the grievant and to the President of CODE within ten (10) days after the meeting.
- (3) In disciplinary grievances, only evidence and/or information that was not available at the time of the disciplinary hearing will be independently reviewed.
- (4) The Human Resources Director or designee, after consultation with the grievant's Appointing Authority, shall give a written answer to the grievant and to the President of CODE within ten (10) days after the meeting.

**(D) Fourth Step:**

- (1) If CODE is not satisfied with the resolution at the Third Step, CODE may, through its President or his/her designee, refer the grievance to arbitration by written notice to the Human Resources Director or designee within thirty (30) calendar days after the decision is provided at the Third Step, or within thirty (30) calendar days of when the answer in the Third Step was due, whichever occurs first.
- (2) The parties will mutually select a permanent panel of six (6) arbitrators who are from the rosters of AAA and FMCS who are not employees of the City of Cincinnati. Preference shall be given to local arbitrators. An arbitrator shall be selected from the panel to hear grievances through random drawing. Once selected, the arbitrator's name will no longer be available for election until all remaining arbitrators on the panel have been selected. After all arbitrators on the panel have been selected once, the above process regarding random drawing will be repeated. The parties may mutually agree to remove an arbitrator from the panel after he/she has issued at least one decision. In addition, the parties

may unilaterally remove one arbitrator per calendar year once that arbitrator has issued at least one decision.

- (3) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of CODE and City representatives. If the selected arbitrator is unable to schedule the hearing within thirty (30) days, the parties may select another arbitrator.
- (4) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. CODE and the City agree to liberally extend any timelines set forth in this Article 8.
- (5) More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (6) All reasonable fees and expenses of the arbitrator shall be borne equally by CODE and the City. The parties will share other expenses only if agreed upon in advance of the hearing, unless the arbitrator requests a written transcript, in which case the court reporter fees and the cost of the arbitrator's copy of the transcript shall be shared equally. If only one party requests a transcript, it shall pay for the entire cost of the transcript, and such transcript shall be the official record, which shall be unavailable to the other party unless it pays for one-half of the cost of the transcript.
- (7) The City shall supply adequate hearing room facilities for the arbitration hearing and shall excuse all necessary CODE representatives and witnesses from work with pay for purposes of participation at the hearing. Each party shall be responsible for otherwise compensating its own representatives and witnesses, and for any other expenses incurred by that party.

### **Section 8.3 Limitation on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. If CODE and the City agree to no joint written stipulation of the issue, the arbitrator shall be empowered to determine and decide the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall be without power to make recommendations contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that has the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the City under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the City, CODE and the employee(s), and all parties will abide by the decision, subject to any appeal rights allowed by the Ohio Revised Code.

#### **Section 8.4 Mediation**

Prior to arbitration, the City and CODE may discuss any grievance pending arbitration for possible resolution. Upon joint agreement, the City and CODE may agree to submit any grievance for mediation and any costs associated with the mediation process shall be shared equally by CODE and the City.

#### **Section 8.5 Time Limits**

No grievance shall be entertained or processed unless it is submitted within fourteen (14) calendar days after the first event giving rise to the grievance or within fourteen (14) calendar days after the employee or CODE, through the use of reasonable diligence, could have obtained knowledge of the first event giving rise to the grievance. If a grievance is not presented within this time limit, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the last step answer. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits shall permit the aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article 8.

#### **Section 8.6 Release Time for Grievance Meetings**

An employee grievant and CODE representatives, when applicable, shall be given paid time off to participate in informal discussions, First Step grievance hearings, Second Step grievance hearings/meetings as provided in Section 8.2, if the hearings are held at the request or consent of the City during the employee's working time, and Third Step grievance hearings. No other time spent on grievance matters shall be considered time worked for compensation purposes. The employee shall use vacation, compensation time, or unpaid leave for work time used for any other activities related to the investigation of, preparation for, or processing of a grievance, provided the employee's Appointing Authority or designee determines that time spent on such activities will not interfere with normal work activity.

### **ARTICLE 9 NO STRIKE/NO LOCKOUT**

#### **Section 9.1 No Strike**

During the term of this Agreement, neither CODE nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, mass absenteeism, mass resignations, or any other intentional interruption or disruption of the operations of the City at any location, regardless of the reason for so doing. Each employee who holds a position of officer of CODE occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Section 9.1. Accordingly, CODE agrees to notify all CODE officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to

abide by the provisions of this Article by remaining at work during any interruption as outlined above. In addition, in the event of a violation of this Section of this Article, CODE agrees to inform its members of their obligations under this Agreement and to encourage and direct them to work by all means available under its Constitution, Bylaws, or otherwise.

### **Section 9.2 No Lockout**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with CODE so long as there is good faith compliance with this Article, unless the City cannot efficiently operate in whole or in part due to a breach of Section 9.1.

### **Section 9.3 Penalty**

The only matter which may be made the subject of any proceeding concerning disciplinary action imposed for an alleged violation of Section 9.1 is whether the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

### **Section 9.4 Judicial Relief**

Nothing contained herein shall preclude the City or CODE from obtaining a temporary restraining order, damages and other judicial relief in the event CODE, any employees covered by this Agreement, or the City violate this Article.

## **ARTICLE 10 LAYOFF/RECALL**

### **Section 10.1 Layoffs**

- (A) Layoffs and displacements may occur as a result of lack of funds and/or lack of work or job abolishment or job redesign. In any such event, layoff and recall will be in accordance with the Ohio Revised CODE §124.32 and any applicable Civil Service Commission rule, except as may be superseded or amended hereafter. In lieu of layoffs, transfers to vacant positions between employing units will made whenever possible.
- (B) The City will provide CODE with a copy of the "Layoff Statement of Rationale" at least 30 days prior to the effective date of a layoff whenever sufficient time permits or earlier whenever possible. This statement will explain the reason and justification for such layoff or displacement. Employees have the right to appeal the procedural aspects of layoff or displacement to the Civil Service Commission.
- (C) Whenever there is a reduction in the workforce, permanent employees who have passed their initial probationary period are the last to be laid off in a classification within their employing unit. Students, emergency employees, seasonal, provisional and permanent employees who have not passed their initial

probation are laid off before full-time employees. Part-time employees are laid off before full-time employees. Employees displaced or designated for a layoff will fill existing vacancies within the employing unit first, provided they meet the qualification contained in the job description for the position.

- (D) If the employee whose position has been eliminated has more retention points than any other Division 0 employee occupying a position within the same employing unit and at the same or lower rate of pay but in a different classification series, and otherwise meets all of the qualifications required for the position pursuant to the published job description, then the employee with the fewest retention points will be displaced.

Employees who promoted from AFSCME into a CODE classification may displace ("bump") a less senior AFSCME employee if:

1. They were promoted out of AFSCME within the last forty-eight (48) months, and
2. They meet the qualifications for the position.

Those employees who have been promoted out of AFSCME for more than forty-eight (48) months cannot "bump" an AFSCME-Division 1 employee, but can fill any vacant position at the same or lower level citywide based on retention points, provided the employee meets the qualifications contained in the job description for the position. Employees who are relocated into Division 1 classification series employment positions as a result of layoff or displacement will be granted no greater entitlement with regard to any future layoffs or displacement. In no case will an employee "bump" another employee with more retention points.

- (E) When an employee is laid off, he or she will receive all wages due including, at the employee's option, all accumulated vacation pay. Such payments will be made no later than the pay period after the layoff.
- (F) In the event of any changes in state law affecting this Article 10, the changes shall become a part of this Agreement unless CODE or the City objects. In that event, CODE and the City have fourteen (14) days from the effective date to notify the other party of their objection. The parties agree to meet and confer. Any deviation from state law will be effected by a Memorandum of Understanding. If no agreement can be reached, then state law prevails.
- (G) The City agrees to provide CODE representatives a minimum of sixty (60) days notice and the opportunity for input if CODE positions are considered for elimination. Further, the City agrees to work with CODE to minimize any layoff of CODE members.



## **Section 10.2 Recall**

- (A) A layoff recall list by classification will be maintained by the Human Resources Department. Employees will remain on the layoff recall list for forty-eight (48) months. Affected employees will be placed on the layoff and recall list by classification and in descending order of retention points. Employees will be recalled to their classification in their employing unit in the order their names appear on the layoff and recall list. Employees may also be recalled to other layoff jurisdictions when vacancies occur and there are no laid off employees from that jurisdiction. In the event an employee desires to return to a classification other than the classification he or she held at the time of layoff, the employee must be qualified for the position according to the City's job description for the position.
- (B) In the event the City Manager identifies an employing unit for non-bargaining unit downsizing, which will have a negative impact as a result of "bumping" within the bargaining unit, then no later than thirty (30) days prior to the actual job elimination and "bumping", the City and CODE, or appropriate sub group will meet to discuss the impact of the downsizing on the bargaining unit. Recognizing that non-bargaining unit employees retain "bumping" rights according to this Article 10, the committee will examine possibilities to minimize "bumping" in the bargaining unit. The City Manager does not relinquish the inherent management rights regarding downsizing and layoffs.

## **ARTICLE 11 VACATION**

### **Section 11.1 Vacation Accruals**

Permanent employees working at least  $\frac{3}{4}$  time are eligible for vacation accrual. Vacation is earned and charged in the same proportion to full-time as the employee's work schedule is to full-time.

Employees who are absent without leave for less than 40 hours within a pay period will earn his or her full vacation credit. Employees who are absent without leave for 40 hours or more within a pay period shall earn one week's credit.

For purposes of determining vacation accrual, only continuous service shall be counted. If an employee has a break in service of less than one year due to resignation or discipline, the employee's original seniority date will be adjusted to reflect the break in service. Employees retain their original vacation seniority date for any break in service due to layoff, military time, or approved leave without pay.

Employees eligible for vacation accrual under this section shall earn vacation in accordance with the following schedule:

<b>SENIORITY</b>	<b>Hours Earned Per Pay Period</b>	<b>Vacation Days that Should be Taken Per Year</b>	<b>Maximum Allowable Balance of Accrued Vacation Hours</b>
Less than 4 years	3.7 hours	12 days	190 hours
4 years up to 9 <sup>th</sup>	5.0 hours	16 days	270 hours
9 years up to 14 <sup>th</sup>	5.6 hours	18 days	305hours
14 years up to 19 <sup>th</sup>	6.5 hours	21 days	350 hours
19 years up to 24 <sup>th</sup>	7.4 hours	24 days	395 hours
24 Years and Up	9.0 hours	29 days	480 hours

### **Section 11.2 Approval by Appointing Authority**

All vacation leaves shall be taken at such time as may be approved by the Appointing Authority or designee. Vacation leave may be taken in increments as small as one-tenth (1/10th) of an hour with the approval of the Appointing Authority. Any employee having unused vacation leave prior to the effective date of this Agreement shall be credited with such unused vacation leave for the purpose of this Agreement within the maximum limits indicated in Section 11.1.

### **Section 11.3 Payment upon Separation from City Service**

An employee with vacation accrual who is about to be separated from City service through resignation, discharge, retirement, or layoff and who has unused vacation leave to his/her credit, shall be paid at the employee's hourly rate of pay at the time of separation in a lump sum (less applicable withholding) for each hour of unused vacation leave, less any amounts owed by the employee to the City, provided, however, that such payment shall not exceed the maximum number of vacation hours outlined in Section 11.1. However, an employee who is involved in a layoff and who has unused vacation leave to his/her credit at the time the layoff is effective, may choose, in lieu of a lump sum cash payment for such unused vacation credit, to leave such vacation credit on account to be restored to his/her credit upon reemployment, provided such reemployment occurs within thirty-five (35) calendar days. If the reemployment does not occur within thirty-five (35) calendar days, then any unused vacation leave left on account will be paid in lump sum to the employee, as provided for in this Section 11.3.

### **Section 11.4 Payment upon Death**

When an employee dies, any and all accrued, unused vacation leave to his/her credit shall be paid to the surviving spouse. In the event that the employee has no surviving spouse, said unused vacation leave shall be paid to the employee's estate. Such payment shall be paid at the employee's hourly rate of pay at time of death in a lump sum (less applicable withholding), less any amounts owed by the employee to the City.

### **Section 11.5 Purchase of Vacation Hours**

Each member of CODE shall have the right to purchase up to forty (40) hours of vacation time during each calendar year at their standard hourly rate if the employee has less than 80 hours of vacation accrued at the time of purchase. Employees wishing to purchase vacation shall do so over 26 pay periods via payroll deduction. Employees must also sign an agreement to reimburse the City if the employee leaves City service prior to the end of the 26 pay periods.

## **ARTICLE 12 HOLIDAYS**

### **Section 12.1 Holidays Observed**

Employees working at least  $\frac{3}{4}$  time, shall be entitled to 10 paid holidays as set forth below.

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) President's Day, the third Monday in February
- (4) Memorial Day, the last Monday in May.
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Veterans' Day, November 11
- (8) Thanksgiving Day, the fourth Thursday in November
- (9) Day After Thanksgiving Day, Friday after Thanksgiving
- (10) Christmas Day, December 25
- (11) In addition to the above holidays, any day declared by the City Manager as a holiday or day of mourning shall also be counted as a holiday, but only for that calendar year.

### **Section 12.2 Personal Business Day**

Each bargaining unit employee shall receive one (1) eight (8) hour Personal Business day per year to conduct personal business that cannot be conducted outside of the regular workday. The Personal Business Day shall be granted to the employee at the beginning of pay period two (2) each year and may be taken at any time prior to the end of pay period one of the following year subject to the restrictions set forth herein. Days shall not accumulate. If notice is given at least forty-eight (48) hours in advance, no reason needs to be stated, and no documentation will be required. If notice of less than forty-eight (48) hours is given, the leave may be approved at the discretion of the Appointing Authority or designee. The day shall have no cash-out value. The Personal Business Day cannot be used the day before or the day after a holiday. The use of this Personal Business Day is subject to the usual operational need requirements.

### **Section 12.3 Eligibility and Pay**

- (A) If the actual holiday falls on a Sunday, then the following Monday is considered the holiday. If the actual holiday falls on a Saturday, then the preceding Friday is considered the holiday.
- (B) Employees earn double time for the number of hours worked on the observed (Monday or Friday) holiday in addition to 8 hours pay for the holiday. This also applies if the actual holiday falls on Monday through Friday and is worked.
- (C) If the actual holiday falls on Saturday or Sunday and is worked, regular overtime applies.

### **Section 12.4 Nonstandard Shift**

Employees working normal daytime hours but including weekends and employees working normal rotating shifts on seven day operations:

- (A) Earns holiday pay (double time) for the number of hours worked on the actual holiday not the observed holiday in addition to his/her normal 8 hours pay for that day. For example, if an employee's normal off days are Tuesday and Wednesday, and the actual holiday falls on Sunday and is observed on Monday, the employee receives double time for the number of hours worked on the actual holiday plus 8 hours pay for the actual holiday. If the employee also works on the observed holiday, he will be paid at straight time.
- (B) If the actual holiday falls on the employee's normal off day, the employee must be given another day off or another day's pay.
- (C) If the employee is given another day off and the actual holiday falls on his/her first off day, then he/she receives the day off preceding the actual holiday. If the actual holiday falls on his/her second off day, then he/she receives the day off after the actual holiday.

### **Section 12.5 New Employee**

A new employee whose first normal work day is a holiday receives pay for that holiday provided he works the rest of the week.

## **ARTICLE 13 SICK LEAVE INCENTIVE**

### **13.1 Annual Sick Leave Conversion (Buy Back)**

- A. Time sold back will be deducted from the employee's accumulated balance. Only sick time hours accumulated with service as an employee with the City of Cincinnati may be sold back.
- B. Each calendar year CODE employees may convert up to 80 hours of unused sick leave to cash at the rate of 60 hours for 40 hours paid if they meet the following criteria:
  - 1. Have a sick leave balance of 600 hours or more, OR
  - 2. Have a sick leave balance of from 200 to 599 hours and have used 24 hours or less sick leave in the past 26 pay periods of the preceding year. SWP-D, SWP-MDL (medical/dental leave), and FMLA time off are not counted in determining the 24-hour criteria.
- C. An employee that is eligible and wishes to convert sick leave to cash must notify the appropriate payroll authority before January 10 of the same year payment is made. Payment will be made at the rate of pay in effect in pay period 26 of the preceding year by separate check.

## **ARTICLE 14 SICK TIME DONATION PROGRAM**

### **Section 14.1 Purpose**

Effective with this Agreement, in addition to the City's current vacation and comp time donation program, which the City agrees to maintain during the term of this agreement, this program is to assist full-time CODE employees, eligible to earn accruals, who have exhausted all of their own SWP, vacation and comp time as a result of an illness or injury, will be revised to include the provision for eligible CODE employees to donate sick time hours in addition to vacation and comp hours for sick usage/donation only.

### **Section 14.2 Conditions**

An employee may utilize the time donation program only if all of the following conditions are met:

- (A) The CODE employee must have exhausted all of their own SWP, vacation and comp time available to him/her to be eligible for this benefit; and
- (B) The CODE employee shall submit an application requesting donation of leave to the Human Resources Director or designee. The application shall include acceptable medical documentation of illness or injury including diagnosis and prognosis. The injury or long-term illness must require the employee to be away from work for at least two (2) full pay periods. This application shall be on a form mutually agreed to by the City and CODE; and

- (C) The Human Resources Director or designee shall determine that the CODE employee is eligible to receive leave; and
- (D) The approved application shall be forwarded to CODE. CODE shall post a notice on CODE bulletin boards that the eligible employee may receive donations of leave; and
- (E) Donated leave shall be considered sick leave but shall never be converted into a cash benefit.

#### **Section 14.3 Employees Donating Time**

- (A) An employee desiring to donate leave shall submit a completed time donation form to the Division payroll office.
- (B) It is understood that all leave donations are voluntary.
- (C) All donated leave shall be paid at the regular hourly rate of the employee donating the leave, not at the regular hourly rate of the employee receiving the donation.
- (D) Leave may be donated in increments of at least four (4) hours. This is a completely voluntary program. A decision made by the City regarding acceptance or rejection of an application for donations shall be final and the same shall not be subject to the grievance and arbitration procedure.
- (E) CODE employees may donate hours on a 1-for-1 basis, up to a maximum of 40 hours per year.

### **ARTICLE 15 HOURS OF WORK & OVERTIME**

#### **Section 15.1 Application of Article**

This Article is intended only as a basis for calculating overtime payments for overtime eligible front-line field employees, as set forth in Appendix B and to generally describe the parameters for employees' work schedules, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per shift, per week, or any other period.

#### **Section 15.2 Changes in Normal Work Schedule, Work Period & Workday**

Should it be necessary in the interest of efficient operations to establish schedules departing from the normal or established work schedule, work period, workday or shift, the Appointing Authority or his/her designee will give forty-eight (48) hours notice where practical of such change to the individuals affected by such change.

### **Section 15.3 Overtime/Compensatory Time**

- (A) CODE front-line field employees working with Division 1 field employees (as listed in Appendix B) will earn overtime at 1 ½ their rate for hours worked in excess of 40 hours per week.
- (B) Compensatory time may only be earned in lieu of cash payment for authorized time worked on an overtime basis. At the option of the Appointing Authority or his/her designee, an employee shall receive compensatory time in lieu of overtime payment at the applicable rate for time worked on an overtime basis. Compensatory time account balances shall be maintained in units of tenths (10<sup>th</sup>) hours.
- (C) Compensatory time may be accrued to a maximum of 80 hours, unless the needs of the department requires otherwise, subject to approval by the Human Resources Director. Compensatory time may be carried over to the following years. No member of CODE who is a front-line employee under Appendix B shall be required to accumulate more than 80 hours of comp time, unless the needs of the department requires otherwise, subject to approval by the Human Resources Director.

### **Section 15.4 Flex Time**

The City and CODE understand the need for employees to work Flexible Work Schedules to cover office hours and reduce overtime costs. The City has the right to demand that an employee perform a work related function outside of the normally established business hours of that employee. The employee may choose to flex these hours worked within that pay period.

However, if circumstances do not permit the employee to do so, either because of the needs of the employer or the employee, and with the approval of the Human Resources Director, the employee may accrue flex time at a straight rate. Absent extenuating circumstances, the employer should require the employee to use any accrued flex time within the next pay period. The City recognizes that this may not always be practicable, and allows that flex time may be carried beyond the next pay period, but not to exceed 6 months. In those instances, the employee shall submit a department approved plan for the use of accumulated flex time to the Human Resources Director for approval.

Flex time pursuant to this Article shall have no cash value under any circumstances.

## **ARTICLE 16 WAGES & COMPENSATION**

### **Section 16.1 Step-ups**

A salary step-up of 2% shall become effective on the first day of the pay period of the employee's performance review date, starting in 2005, subject to the wage reopener in March 2007.

### **Section 16.2 Cost of Living Adjustment (COLA) Increases**

Effective the pay period beginning on March 27, 2005, all employees in the bargaining unit shall receive a wage increase of 2%. Appendix C specifies job classifications in the bargaining unit and the corresponding pay ranges, which reflect the 2% increase in 2005.

Effective March 26, 2006, all employees in the bargaining unit shall receive a wage increase of 2%.

Effective March 24, 2007, this Article shall be reopened for negotiation in accordance with Article 22, Length of Agreement.

### **Section 16.3 Working Out of Classification**

Employees who are temporarily assigned the duties of a higher classification, will be paid at least 5% above the employee's current rate for each hour worked in the higher class upon completing at least one (1) full workday in the higher class. Working out of class assignments are not to be used in lieu of seeking approval for filling a vacant position, nor shall it be used for the sole purpose of paying an employee at a higher class in circumvention of the requirements set forth by the Civil Service Commission.

### **Section 16.4 Shift Differential**

- (A) Employees assigned to a shift ending between 6:00 p.m. and midnight shall receive a shift differential of thirty-five (.35) cents per hour in addition to their regular rate of pay.
- (B) Employees assigned to a shift ending after midnight and before 10:00 a.m. shall receive a shift differential of fifty (.50) cents per hour in addition to their regular rate of pay.
- (C) Employees on rotating shifts: differential shall be paid to the employee who works the shift regardless of whether scheduled or relieving another employee, except it shall not be paid when sick or on vacation.
- (D) Shift differential shall be included in the regular rate used to compute overtime compensation and holiday pay. Shift differential shall be paid starting with the first day of such assignment.



- (E) A shift worker is paid the shift differential, if any, attached to his/her assigned shift for all continuous hours worked if he/she is not filling in for another employee on the shift before or after his/her assigned shift.

#### **Section 16.5 Deferred Compensation**

Employees who receive a bi-weekly paycheck are eligible to participate in either the International City Management Association (ICMA) Retirement Corporation's Deferred Compensation Plan or the State of Ohio Deferred Compensation Plan.

#### **Section 16.6 Mileage**

Mileage will be paid in accordance with federal guidelines.

### **ARTICLE 17 INSURANCE**

#### **Section 17.1 Health & Hospitalization, Prescription Drug, Disability, Dental & Vision Coverage**

The City shall continue to make available to employees and their dependents substantially similar group health and hospitalization insurance, prescription drug, long term disability, dental and vision coverage and benefits as existed immediately prior to the effective date of this Agreement, except that, effective the first full pay period following the execution of this Agreement, the health and hospitalization plan in effect for all bargaining unit employees will be the City's "80/20 Plan", as described in Appendix D. Employees enrolled in the 80/20 health plan will pay 5% of the monthly premium.

#### **Section 17.2 Terms and Conditions**

Employees wishing to change from a single to a family contract must notify the health plan within thirty (30) days of their change in family status. Failure to notify within the thirty (30) day time period will result in the employee having to wait until the next enrollment period to change the coverage from single to family. A family contract in the name of one spouse may be transferred to the name of the other spouse at any time.

An employee in a non-pay status shall have health care plan insurance premiums paid by the City for a maximum of three (3) months while he/she is in such status. If the employee drops the coverage during such period, he/she may renew membership with full coverage as of their first day back in City service provided the employee completes a new application form.

## **ARTICLE 18 GENERAL PROVISIONS**

### **Section 18.1 Residency Requirement**

Members of CODE shall live in Hamilton County, Ohio.

### **Section 18.2 Seniority**

Seniority shall be an employee's length of continuous service with the City or continuous length of service in a job classification where only classification seniority is applicable.

- (A) An employee shall have no seniority for probationary period, but upon successful completion of the probationary period seniority will be retroactive to the original date of hire.
- (B) Seniority shall be broken when an employee:
  - 1. Resigns, unless reinstated within one (1) year.
  - 2. Is discharged for just cause.
  - 3. Is laid off and not recalled within time limits as determined by the Civil Service Commission.
- (C) For purpose of vacations within divisions, seniority shall be applied as provided by written policies and regulations of the divisions, as approved by the Department Director.
- (D) The City shall provide CODE with seven (7) copies of a seniority list of all employees within the bargaining unit within thirty (30) calendar days after the signing of this Agreement. The seniority list shall contain the name, job classification, department, and date of classification entry of all employees in the bargaining unit. Thereafter, the City shall provide CODE with seven (7) copies of an accurate updated seniority list on January 30<sup>th</sup> and July 30<sup>th</sup> of each succeeding year.
- (E) The City shall provide CODE with a bi-weekly list of all new hires in the bargaining unit along with the employee's name, address, classification, and department.
- (F) Seniority for benefits such as vacation, sick leave, longevity pay, and health care benefits are covered in those specific articles of this Agreement.

### **Section 18.3 Ratification and Amendment**

This agreement shall become effective when ratified by the City Council and CODE and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of authorized representatives of both parties.

### **Section 18.4 Uniforms**

Employees who are required by the Appointing Authority to wear a prescribed uniform in the performance of their duty as City employees shall have such uniforms and replacements furnished by the City in accordance with rules established by the Appointing Authority.

### **Section 18.5 Health and Safety**

It is the responsibility of every department to provide the safest working conditions, tools, equipment and work methods for employees. Management and labor must see that all safety rules and good working methods are used by all employees. It is the duty of all employees to use the safety rules and safe methods recommended for their safety. Violations of safety rules are to be considered the same as violation of any other department rule.

### **Section 18.6 Agreement Copies**

The City and CODE will jointly select a printer to print copies of the final signed version of this Agreement. The City will pay for the copies for use by City administrative personnel, and for distribution to bargaining unit employees.

### **Section 18.7 Vacancies and Transfers**

- (A) The Civil Service process shall continue to be used for filling of positions. The Appointing Authority will give fair consideration for same classification transfers across departments requested by CODE employees. An unfilled position becomes a vacancy only when the Appointing Authority or designee determines to post the position. The City will make a good faith effort to adjust the schedule of an employee who applies for a promotion in another department of the City, in order to permit the employee to interview for that position.
- (B) Vacancies in positions above a lower rank or grade of any category in the classified service shall be filled insofar as practical by promotion of eligible and qualified employees. All employees who fill these vacancies shall have gone through the initial screening process for that rank or grade. All classifications in Appendix A shall not be filled by unqualified persons.

### **Section 18.8 Promotions**

When a promotional exam is given for a classification within the bargaining unit, the Rule of 10 shall apply.

## **ARTICLE 19 SAVINGS**

### **Section 19.1 Gainsharing Policy Implementation**

The City and CODE jointly agree to form a committee for the purpose of investigation and implementing a Gainsharing Policy for CODE members. Further details and program identification(s) can be developed through a Memorandum of Understanding and supplement this Agreement. Committee formation and a work development plan shall be created within one year from the effective date of this Agreement.

## **ARTICLE 20 TUITION REIMBURSEMENT**

A full-time (at least  $\frac{3}{4}$  time) permanent or provisional employee is eligible for 100% tuition reimbursement for achieving a grade of A in an approved course, 80% tuition reimbursement for receiving a grade of B in an approved course, and 60% tuition reimbursement for achieving a grade of C in an approved course. In courses that are graded on a pass/fail basis, 80% tuition reimbursement will be granted for a passing grade, and 0% tuition reimbursement for a failing grade. Reimbursement for up to six credit hours is available per academic session under the following conditions:

- (A) The employee has completed his/her probationary period or six months of employment, whichever comes first, before the course begins.
- (B) The education or training is obtained from an accredited school during non-working hours. An agency may allow courses to be taken during work hours, provided vacation and/or compensatory time is used.
- (C) The course is job-related to the employee's current position or to his future City development and promotion.
- (D) Request for reimbursement is filed before course registration using the designated form. The reimbursement is only for tuition expenses. Lab fees, etc. are not reimbursable. Funds from the Agency's budget must be available. If authorized by his or her department, an employee may receive 60% of the reimbursement amount upon course approval by the Human Resources Director. The balance shall be reimbursed at course completion based on grade achieved.
- (E) A receipt of tuition payment and a grade report is submitted within 30 days after the academic session ends. A grade of at least "C" or equivalent must be achieved in each course.
- (F) The Human Resources Department will monitor for consistency and fairness, and will meet with CODE and employees when requested. Final determination regarding course relatedness or accreditability shall be made by the Human Resources Director.
- (G) The rate of reimbursement shall be capped based on the tuition rate per credit hour at a state-supported four (4) year university or college in Ohio (such as the University of Cincinnati) as designated by the Human Resources Director.
- (H) Employees will be required to remain employed with the City for a minimum of two (2) years after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that two (2) year period, he/she will be required to refund the City a pro rata amount. Exceptional cases will be reviewed by the Human Resources Director upon a case-by-case basis.

- (I) Notwithstanding Sections G and H of this Article, employees who wish to receive a rate of reimbursement above the cap based on the tuition rate per credit hour at a state-supported four (4) year university or college in Ohio (such as the University of Cincinnati), will be required to remain employed with the City for a minimum of five (5) years after receipt of the last reimbursement payment. If an employee leaves City employment prior to the expiration of that five (5) year period, he/she will be required to refund the City at a pro rate amount. Exceptional cases will be reviewed by the Human Resources Director upon a case-by-case basis.
- (J) An employee currently enrolled in a program which has been approved by the Human Resources Director shall be reimbursed upon the full rate of tuition at that university or college for the remainder of the degree program or course of study, and the employee will not be held to the two (2) year employment restriction contained in Section H above, or the five (5) year restriction contained in Section I above.

## **ARTICLE 21 ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of bargaining as defined by State law, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as specifically provided in Section 1.3, the City and CODE, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered in this Agreement, including the impact or effects of the City's exercise of its rights as set forth herein on salaries, fringe benefits or terms and conditions of employment, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is expressly agreed that the City may unilaterally make and implement decisions consistent with the City's rights as set forth in Article 5, even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement; provided only that the City's exercise of its management rights shall be subject to employees' individual rights (i.e., those derived from sources other than this Agreement and the collective bargaining relationship which produced it) as provided in Section 5.1.

## **ARTICLE 22 LENGTH OF AGREEMENT**

This agreement shall be effective on March 27, 2005, and shall remain in full force and effect until midnight on March 22, 2008. This Agreement shall be reopened for the sole purpose of negotiating the Article concerning wages. The parties shall begin negotiations not later than forty-five (45) days prior to the reopener date.

This agreement shall automatically be renewed from year to year unless either party shall give notice to the other in writing at least sixty (60) days prior to its expiration that it desires to terminate or modify this Agreement. In the event such notice is given, negotiations shall begin no later than forty-five (45) days prior to that expiration date.

## **ARTICLE 23 ITEMS INCLUDED BY REFERENCE**

The City and CODE agree that the following items contained within the City's Human Resources Policies and Procedures dated October 2001 shall become a part of this Agreement by reason of reference, except to the extent modified in this Agreement.

- 3.4 Leaves of Absence
- 3.6.1 Retirement
- 3.10 Flexible Benefits
- 6.5 Salary Adjustments
- 7.1 Injury with Pay
- 7.2 Workers' Compensation
- 7.3 Reporting Injuries and/or Vehicle Accidents
- 8.1 Separation for Medical Reasons
- 8.2 Separation Following Death of an Employee
- 8.3 Separation Following Resignation

In witness whereof, the parties hereto have duly executed this Agreement on the 24<sup>th</sup> day of March, 2005.

FOR CODE:

FOR THE CITY OF CINCINNATI:

\_\_\_\_\_  
Diana Frey, President

\_\_\_\_\_  
Valerie Lemmie, City Manager

\_\_\_\_\_  
John Brazina, Vice President

\_\_\_\_\_  
Carole Callahan, Acting HR Director

\_\_\_\_\_  
Angela Brown, Vice President

\_\_\_\_\_  
David Rager, Water Works Director

\_\_\_\_\_  
Jeff Ventre, Vice President

\_\_\_\_\_  
James Garges, Recreation Director

\_\_\_\_\_  
William Gustavson, Counsel

\_\_\_\_\_  
Scott Stiles, Assistant City Manager

\_\_\_\_\_  
Ursula McDonnell, Supvg. HR Analyst

\_\_\_\_\_  
Lisa Berning, Senior HR Analyst

\_\_\_\_\_  
Dan Campbell, Senior Mgmt. Analyst

**APPENDIX A**  
**BARGAINING UNIT CLASSIFICATIONS & EXCLUSIONS**

Accountant-EXM  
Administrative Specialist \*  
Administrative Technician \*  
Architect Intern  
Asst Supvr of Inspections  
Asst Supvr of Building Permits  
Asst Supvr of Construction Insp  
Asst Supvr Customer Service  
Asst Supvr Fleet Services  
Asst Supvr of Parking Services  
Asst Supvr of Prk/Rec Maint & Const  
Building & Grnds Maint Crew Ldr  
Buyer  
Chemist  
Communications Supervisor  
Computer Operations Support Supvr  
Computer Programmer/Analyst \*  
Computer Systems Analyst  
Contract Compliance Specialist  
Development Officer  
Dietitian  
Electrical Maintenance Supvr  
Emergency Services Dispatch Supvr  
Engineer Intern  
Engineering Geologist  
Engineering Technical Supvr  
Environmental/Safety Specialist  
Event Coordinator  
Fleet Services Supvr  
Graphic Design Supvr  
Graphic Designer  
Greenspace Manager  
Health Caseworker  
Health Counselor  
Heat Ventilation & Air Condition Spec  
Industrial Investigator  
Information Technology Coordinator\*  
Management Analyst \*  
Nurse Practitioner  
Paramedic Coordinator  
Parking Services Supvr  
Parks Operations Supervisor  
Parks/Rec Maintenance Crew Leader



Parks/Rec Programming Coordinator  
Pharmacist  
Plant Maintenance Supvr  
Plant Supervisor  
Police Criminalist  
Public Health Educator  
Secretary  
Senior Accountant  
Senior Administrative Spec \*  
Senior Architect  
Senior Building Plans Examner  
Senior Buyer  
Senior Chemist  
Senior City Planner \*  
Senior City Planning Technician  
Senior Computer Programmer/Analyst  
Senior Contract Compliance Spec  
Senior Development Officer (Recreation only)\*  
Senior Dietitian  
Senior Engineer  
Senior Engineering Technician  
Senior Envrnmntl/Safety Spec  
Senior Info Technology Coordinator  
Senior Management Analyst \*  
Senior Plant Operator  
Senior Plant Supervisor  
Senior Police Criminalist  
Service Area Coordinator (Public Services only)\*  
Sewer Maintenance Crew Leader  
Supervising Field Service Rep  
Supvg Surveyor  
Supvr of Customer Service  
Supvr of Industrial Waste  
Supvr of Maintenance (Except Convention Center)\*  
Supvr of Water Dist Maint  
Surveyor  
Technical Systems Analyst  
Urban Forestry Specialist  
Utilities Construction Inspect Supvr  
Video Production Specialist  
Wastewater Collction Supvr  
Water Works Maint Field Supvr  
Zoning Plan Examiner

**\*Excluded:** All employees in Divisions 1,2,3,4,5,6,7,8,9. the City Manager's Office, the City Solicitor's Office, Human Resources Department, the Budget & Evaluation and Internal Audit Divisions of the Finance Department, all Department Directors' Confidential Assistants and Personnel Liaisons, all supervisors, confidential employees, fiduciary employees and management level employees as defined in O.R.C. 4117, including, but not limited to, the employees in the following positions in Division 0.

Assistant Health Laboratory Manager (Health)  
Assistant Dental Director (Health)  
City Planner (Community Development & Planning)  
Community Development & Planning Analyst (Community Development & Planning)  
Development Officer  
Development Officer 4  
Health Counseling Supervisor (Health)  
Nursing Supervisor (Health)  
Service Area Coordinator (Parks)  
Service Area Coordinator (Recreation)  
PEAP Coordinator (Health)  
Public Works Operations Supervisor (Public Services)  
Security Supervisor (Enterprise Services/Convention Center)  
Senior City Planner (Community Development & Planning)  
Senior Community Development & Planning Analyst (Community Development)  
Senior Development Officer  
Supervising Dietician  
Supervising Sanitarian (Health)  
Supervisor of Inspection (Buildings & Inspections)  
Supervisor of Maintenance (Enterprise Services/Convention Center)  
Supervisor of Urban Forestry (Parks)  
Supervisor Parks/Rec Maintenance & Construction  
Vital Statistics Coordinator (Health)  
Zoning Supervisor (Buildings & Inspections)

## **APPENDIX B OVERTIME ELIGIBLE POSITIONS**

Assistant Supervisor of Fleet Services  
Assistant Supervisor of Inspections  
Assistant Supervisor of Parks/Recreation Maintenance & Construction  
Assistant Supervisor of Water Customer Service  
Assistant Supervisor of Water Works Construction Inspection  
Emergency Services Dispatch Supervisor  
Engineering Technical Supervisor  
Parks Operations Supervisor  
Parks/Recreation Maintenance Crew Leader  
Parks/Recreation Programming Coordinator  
Police Criminalist  
Public Works Service Area Coordinator  
Senior Engineering Technician  
Senior Plant Operator  
Senior Police Criminalist  
Sewer Maintenance Crew Leader  
Supervising Field Service Representative  
Urban Forestry Specialist  
Water Works Maintenance Field Supervisor

**APPENDIX C**  
**WAGE RANGES EFFECTIVE MARCH 27, 2005**

<b>Job Code</b>	<b>Description</b>	<b>New CITYMIN</b>	<b>New CITYMAX</b>
258	Accountant - EXM	\$42,117.07	\$56,858.03
001	Administrative Specialist-EXM	\$42,117.07	\$56,858.03
008	Administrative Technician-EXM	\$31,899.16	\$43,063.86
511	Architect Intern-EXM	\$42,117.07	\$56,858.03
436	Asst Supvr of Building Permits-EXM	\$34,679.04	\$46,816.72
465	Asst Supvr of Construction Insp	\$41,458.67	\$55,969.20
039	Asst Supvr of Customer Service	\$42,117.07	\$56,858.03
672	Asst Supvr of Fleet Services	\$40,792.96	\$55,070.50
264	Asst Supvr of Inspections	\$45,388.91	\$61,275.03
691	Asst Supvr of Parking Services-EXM	\$34,679.04	\$46,816.72
038	Asst Supvr of Prk/Rec Maint & Const	\$43,433.86	\$58,635.70
867	Building & Grnds Maint Crew Ldr-EXM	\$34,679.04	\$46,816.72
053	Buyer-EXM	\$42,117.07	\$56,858.03
054	Chemist-EXM	\$42,117.07	\$56,858.03
821	Communications Supervisor	\$49,962.19	\$67,449.94
079	Computer Operations Support Supvr-EXM	\$42,117.07	\$56,858.03
042	Computer Programmr/Analyst-EXM	\$33,148.28	\$44,750.18
139	Computer Systems Analyst-EXM	\$56,662.08	\$76,493.80
972	Contract Compliance Specialist-EXM	\$42,117.07	\$56,858.03
066	Development Officer-EXM	\$42,117.07	\$56,858.03
200	Dietitian-EXM	\$37,513.80	\$50,643.63
520	Electrical Maintenance Supvr-EXM	\$39,485.32	\$53,305.18
405	Emergency Services Dispatch Supvr	\$42,117.07	\$56,858.03
510	Engineer Intern-EXM	\$42,117.07	\$56,858.03
508	Engineering Geologist-EXM	\$53,880.37	\$72,738.49
084	Engineering Technical Supvr	\$44,739.67	\$60,398.54
072	Environmental/Safety Specialist-EXM	\$42,117.07	\$56,858.03
087	Event Coordinator-EXM	\$42,117.07	\$56,858.03
098	Fleet Services Supvr-EXM	\$45,388.91	\$61,275.03
347	Graphic Design Supvr-EXM	\$49,962.93	\$67,449.94
080	Graphic Designer-EXM	\$42,117.07	\$56,858.03
872	Greenspace Manager-EXM	\$35,544.11	\$47,984.54
215	Health Caseworker-EXM	\$33,623.79	\$45,392.12
088	Health Counselor-EXM	\$37,513.80	\$50,643.63
619	Heat Ventilation & Air Condition Spec	\$42,117.07	\$56,858.03
091	Industrial Investigator-EXM	\$39,485.32	\$53,305.18
824	Information Technology Coordinator	\$33,148.28	\$44,750.18
094	Management Analyst-EXM	\$42,117.07	\$56,858.03
274	Nurse Practitioner-EXM	\$50,617.65	\$68,333.84
350	Paramedic Coordinator-EXM	\$49,962.93	\$67,449.94
682	Parking Services Supvr-EXM	\$45,388.91	\$61,275.03
099	Parks Operations Supervisor	\$37,513.80	\$50,643.63
101	Parks/Rec Maintenance Crew Leader	\$39,485.32	\$53,305.18
102	Parks/Rec Programming Coordinator	\$32,482.58	\$43,851.48
107	Pharmacist-EXM	\$59,873.57	\$80,829.32
104	Plant Maintenance Supvr-EXM	\$39,485.32	\$53,305.18

<b>Job Code</b>	<b>Description</b>	<b>New CITYMIN</b>	<b>New CITYMAX</b>
119	Plant Supervisor-EXM	\$43,433.39	\$58,635.70
375	Police Criminalist	\$35,544.11	\$47,984.54
203	Public Health Educator-EXM	\$37,513.80	\$50,643.63
086	Secretary	\$28,318.24	\$38,229.62
111	Senior Accountant-EXM	\$49,962.93	\$67,449.94
013	Senior Administrative Spec-EXM	\$49,962.19	\$67,449.94
050	Senior Architect-EXM	\$53,880.37	\$72,738.49
047	Senior Building Plans Examner-EXM	\$53,880.37	\$72,738.49
143	Senior Buyer-EXM	\$49,962.93	\$67,449.94
284	Senior Chemist-EXM	\$49,962.93	\$67,449.94
152	Senior City Planner-EXM	\$49,962.93	\$67,449.94
928	Senior City Planning Technician-EXM	\$39,485.32	\$53,305.18
043	Senior Computer/Programmer Analyst-EXM	\$49,962.19	\$67,449.94
319	Senior Contract Compliance Spec-EXM	\$49,962.93	\$67,449.94
156	Senior Development Officer-EXM	\$49,962.93	\$67,449.94
164	Senior Dietitian-EXM	\$42,117.07	\$56,858.04
273	Senior Engineer-EXM	\$53,880.37	\$72,738.49
165	Senior Engineering Technician	\$39,485.32	\$53,305.18
130	Senior Envrnmntl/Safety Spec-EXM	\$49,962.93	\$67,449.94
825	Senior Info Technology Coordinator	\$49,962.19	\$67,449.94
177	Senior Management Analyst-EXM	\$49,962.93	\$67,449.94
704	Senior Plant Operator	\$36,197.01	\$48,865.97
180	Senior Plant Supervisor-EXM	\$51,919.81	\$70,091.74
374	Senior Police Criminalist	\$40,143.71	\$54,194.01
578	Service Area Coordinator-EXM	\$42,117.07	\$56,858.03
805	Sewer Maintenance Crew Leader	\$35,544.11	\$47,984.54
181	Supervising Field Service Rep	\$35,544.11	\$47,984.54
503	Supvg Surveyor-EXM	\$53,880.37	\$72,738.49
750	Supvr of Customer Service-EXM	\$47,347.63	\$63,919.30
609	Supvr Of Industrial Waste-EXM	\$47,347.63	\$63,919.30
640	Supvr of Maintenance-EXM	\$45,388.91	\$61,275.03
762	Supvr of Water Dist Maint-EXM	\$49,962.93	\$67,449.94
504	Surveyor	\$46,691.07	\$63,032.95
044	Technical Systems Analyst-EXM	\$56,662.08	\$76,493.80
871	Urban Forestry Specialist	\$35,544.11	\$47,984.54
195	Utilities Construction Inspect Supvr-EXM	\$47,347.63	\$63,919.30
196	Video Production Specialist-EXM	\$34,059.06	\$45,979.73
198	Wastewater Collction Supvr-EXM	\$49,962.93	\$67,449.94
759	Water Works Maint Field Supvr	\$39,485.32	\$53,305.18
441	Zoning Plan Examiner-EXM	\$41,458.67	\$55,969.20

## APPENDIX D

### HEALTH INSURANCE PREMIUMS, COPAYS, AND OUT OF POCKET EXPENSES

	<u>Single</u>	<u>Family</u>
Premium Share (monthly)	5% <sup>1</sup>	5% <sup>2</sup>
Deductible	\$300 <sup>3</sup>	\$600 <sup>4</sup>
Co-Insurance	20% to \$1,200 <sup>5</sup>	20% to \$2,400 <sup>6</sup>
Out of Pocket	\$1,500 <sup>7</sup>	\$3,000 <sup>8</sup>
RX (Generic/Brand/Non-formulary)	\$10/20/30	\$10/20/30

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<sup>1</sup> In 2005 the 5% premium share for a single plan will be \$12.66.

<sup>2</sup> In 2005 the 5% premium share for a family plan will be \$34.98.

<sup>3</sup> \$600 Non-network

<sup>4</sup> \$1,200 Non-network

<sup>5</sup> 50% to \$2,400 Non-network

<sup>6</sup> 50% to \$4,800 Non-network

<sup>7</sup> \$3,000 Non-network

<sup>8</sup> \$6,000 Non-network

